

Uniko Charter s.r.l. Via Tuscania snc – 01028 Orte (VT) Italy

GENERAL TERMS AND CONDITIONS:

1) INTERMEDIATION AGENCY: if the contact between the two parties took place through an agency with commercial intermediary functions, it is not a party to this contract, nor the Lessor's agent or attorney; nor is it in any case endowed with any power of representation of the Lessor.

2) ASSIGNMENT OF THE AGREEMENT: the Lessee is not allowed to transfer the aforementioned boat or the rights deriving from this contract for use to third parties.

3) NAVIGATION AREA

The unit will be used in the area of the Croatia Islands from Trogir or other areas agreed upon in advance in writing only.

4) EVENTS OF THE CONTRACT: the Lessee may withdraw from the contract but loses the right to a refund of the sums paid by him to the Lessor by way of confirmation deposit of the exclusive booking; the Lessee loses the right to withdraw from the contract from the sixtieth day prior to the start of the lease, and the Lessor from that moment, in the event of a subsequent declaration by the Lessee that he cannot use the boat, will always be entitled to 100% of the rate.

In case of interruption of the navigation of the boat due to the request or due to the Lessee, he will not be entitled to any refund; non-use of the boat during the foreseen period does not entitle the Lessee to any refund.

The Lessor who, due to damage or any other reason independent of his will, cannot deliver the contracted boat, will in any case have the possibility of delivering another one with similar characteristics within three days, with the obligation to reimburse the Lessee only the daily fee that may not be Enjoyed. If the delay continues beyond the aforementioned period, the Lessee will be entitled to request the termination of the contract and the relative reimbursement of any tariff paid, but without the right to any other form of compensation.

The Lessor assumes no responsibility for delays in departure or interruptions of the cruise due to adverse weather conditions or contrary provisions of the Maritime Authority. In such cases, the contract will come into effect even if the vessel cannot go to sea for several days.

5) LESSOR'S OBLIGATIONS: the Lessor delivers the vessel with its appurtenances, in a seaworthy state, complete with accessories, equipment and safety equipment and navigation documents, as well as with all that is necessary to return the aforementioned vessel navigable and to enable it to serve the agreed use. At the time of delivery, the Lessee, having examined the boat and having ascertained that it is equipped with all the appliances necessary to make it navigable and to allow it to serve the agreed use, will sign a list containing the inventory of the aforementioned appliances . By signing the inventory, the Lessee expressly confirms that he has received the vessel in a good state of maintenance, seaworthy and suitable for the agreed use: it follows that he will no longer be able to make any objection and the Lessor will be released from any responsibility in this regard. It is expressly agreed between the parties that the detailed nautical

charts, provided by the Lessor, exclusively cover the navigation area specified in paragraph 3) - NAVIGATION AREA - of this contract, reasonably taking into account the size of the boat and the distances, as well as the port and accommodation facilities along the coasts.

The delivery of the boat takes place in the place, in the dates and at the time stipulated in the contract. The time needed to clarify the terms of use is within the contract period.

The obligation to deliver will become effective and payable for the Lessor only after the Lessee has paid the entire amount of the lease, has paid the deposit and has signed the inventory.

6) DUTIES OF THE LESSEE: the Lessee is responsible for the boat, for all legal effects, for the entire period indicated in this contract; in particular, he is required to use the boat with particular prudence, skill, diligence in accordance with the agreed use and according to the technical characteristics resulting from the on-board documents, as well as to fulfill all the obligations assumed under this contract during the conduction period.

The Driver who will sail outside the navigation area must obtain detailed nautical charts relating to the areas in which he intends to go.

The Lessee also undertakes to return the boat on the date, in the place and at the established time, in the state of affairs in which he took possession of it, with the same characteristics and suitable for the same use, together with the accessories, equipment, supplies and documents received by the Lessor at the time of delivery. The Lessee expressly undertakes to: 1) use the boat exclusively for himself and the crew and acknowledges that the transport of goods and passengers and any other type of trade or economic activity is prohibited; 2) respect the minimum number of people making up the crew, as well as the maximum number of people that can be transported; 3) use the boat exclusively within the scope of competence of the qualification document own or designated person; 4) not to participate in regattas or nautical events of any other kind; 5) not to ask to be towed or to tow other units except in case of absolute emergency; 6) respect the prohibitions of the port authority for bad weather or danger at sea; in any case, do not sail in seas greater than force six and whenever the weather reports communicate or foresee dangerous situations for navigation in the short term. Violation of this obligation will result in the Lessee assuming responsibility for any damage suffered by the boat; 7) to anchor the boat in front of the coast in a safe position and to exercise constant control; 8) steer the boat with sails suited to the strength of the wind, so that they are not damaged; 9) not to keep any animals on board; 10) not to use any material that could damage it for the external and internal cleaning of the boat; 11) switch off the engine with an inclination of the boat greater than 15°; 12) contact the Lessor at least once a week to report the position; 13) with this contract, the Lessee undertakes to use the rented boat for exclusive pleasure use.

All expenses relating to the use and consumption of the boat and in particular fuel, lubricating oil, water, electricity, port duties, customs, support and/or mooring even in private ports are the responsibility of the Lessee as well as any radiotelephone expenses.

The Lessee undertakes to take care of the boat, to keep the accessories and the interior in order and to return it clean and in excellent condition.

The Lessee also undertakes to carry out the usual maintenance work and will consequently be liable for any and all damage deriving from failure to comply with the aforementioned obligation.

The Lessee will be able to assume only on his own, without therefore using the Lessor's name, any obligations, inherent to the vessel, which he has to contract with third parties, with the consequence that those obligations must be fulfilled exclusively by the Lessee.

The Lessee is required to reimburse the Lessor for all sums that the latter has to pay to third parties for unlawful acts committed by the aforementioned Lessee, without the latter having to raise any objection of any kind.

7) DAMAGES, BREAKDOWNS, ACCIDENTS, REPAIRS: in the event of damage, breakdown or accident, the Lessee must immediately notify the Lessor; he will be able to continue navigation only if this does not lead to worsening of the damage or dangers for people and the boat.

He will not be able to carry out any repairs without prior authorization from the Lessor. The costs necessary for the repairs are borne by the Lessee and will be reimbursed only if the cause of the same is not attributable to him, according to the provisions of this contract. To protect its rights, the Lessor may withhold the deposit, until complete verification of the aforesaid liability, without therefore being required to pay anything by way of interest, damages or anything else.

If the boat, without responsibility of the Lessee, suffers damage exclusively to the engine, transmission, inverter, standing and running rigging, sails, batteries, alternator, which jeopardizes its full use for more than 48 hours, excluding the first night after the damage, the Lessor will only be required to allow the Lessee to make up for the unused hours, thereby excluding any other form of compensation and/or reimbursement.

This recovery will take place, at the discretion of the Lessor, at the end of the rental period, through the creation of a credit note for subsequent rentals.

Monetary reimbursement is expressly excluded. It should be noted that this guarantee is due only in the event that the damage occurs in the stretch of sea included in the navigation area specified in paragraph 3) - NAVIGATION AREA - of this contract and consequently that this guarantee is excluded whenever the failure occurs in a different stretch of sea.

No repairs and assistance can be requested from the Lessee outside the time slot that goes from 8.00 to 18.00. It is understood that the expenses for repairs and assistance not chargeable to the responsibility of the Lessor, according to the provisions of this contract, recorded be paid by the Lessee at the normal hourly rates in force on the market, plus materials.

It is reiterated that damage to the above guarantee - or to the recovery of the unused hours of the lease, without prejudice to the exclusion of any right of the Lessee to compensation and/or reimbursement - does not give the right to the above guarantee: depth sounder, log, refrigerator, autoclave, tender, outboard, electric and manual anchor winch, stereo, and any other equipment or equipment not included in the second paragraph of this article.

Any requests for reimbursement for the hypotheses admitted would have been made by the Lessee directly to the Lessor upon return of the vessel and in any case within the same day. The useless lapse of that term or any complaint to a person other than the Lessor will result in the Lessee's forfeiture of the refund action.

8) INSURANCE: the boat is delivered insured: a) with a fully comprehensive policy, for the Mediterranean, up to total loss; said policy has a deductible which is covered by the Lessee's deposit; b) with a civil liability policy towards third parties which is compulsory under the laws in force, for damages involuntarily caused to third parties by navigation or by the vessel lying in the water; this insurance does not cover: the loss or damage to the Lessee's and those transported's things; all damages and compensation due provided for in art. 7. In any case, the Lessee is responsible for damages of any kind that cannot be compensated by the insurer due to the Lessee's act or fault, as well as the deductible.

9) RETURN, OBSERVANCE OF TERMS: the Lessee undertakes to punctually return the boat on the pre-established date, time and port, having already taken steps to extinguish any and all obligations, inherent to the boat, contracted during the management period. The Lessee is liable for failure to return to the Lessor, even in the case of unforeseeable circumstances, force majeure or damage. The itinerary of the cruise must therefore be planned in such a way as to allow the return of the boat within the established time, possibly anticipating the return in the event of adverse weather forecasts. If the return does not take place within the pre-established time, the Lessee will be required to pay the Lessor, for each day or fraction of a day of delay, a penalty equal to the daily price of Euro 300.00 in addition to the price itself, subject to full compensation, which the Lessee will have to reimburse any further damage that the Lessor should suffer in the event that the delay in the return causes the termination of a subsequent contract and/or any further greater damage that is proven by the Lessor as well as compensate all the economic damages caused by the delay itself, such as board and lodging costs on land for the next Driver and his crew.

For the purposes of the above, delivery of the boat to a port other than the one of delivery is also considered a delay. In this case, all expenses resulting from the transfer of the boat to the delivery port are also borne by the Lessee.

In the event of obstructions created in the drain pipes, €250.00 per pipe will be retained, as a refund of labor and ancillary costs for unclogging and replacing damaged parts. Regular documentation will be produced for any deduction.

10) DEPOSIT: the deposit relating to the unit covered by this contract that the Lessee must deliver to the Lessor or his delegate at the time of embarkation and equal to 1,500.00 euros. Failure to pay the deposit determines the legal termination of this contract and the Lessor has the right to retain the sums paid to him by the Lessee for the lease as a penalty. The deposit will be returned after having ascertained the absence of damages, contractual violations and obligations contracted during navigation. The limitation of the Lessee's economic liability to the deposit amount only concerns material damage caused to the vessel, while for other and various damages the Lessor has the full right to ask the Lessee, who will be liable with all his assets, the compensation for the full amount of the damages suffered.

11) COMMAND OF THE UNIT: the Captain/Skipper is responsible for the boat and the crew for everything concerning navigation, its management, mooring maneuvers, and anything else relating to the duties of a good and expert Captain; the contract must be signed by the Captain; in the event that this does not coincide with the person of the Lessee, he must sign this contract together with the Lessee expressly as Skipper. The Lessor has the right to ask the Captain for a boat licence; if the latter does not have said licence, or if it is insufficient, or if his knowledge and skills are not, in the unquestionable judgment of the Lessor, considered sufficient for the type of boat and for the safety of the people on board, the Lessor, if the Lessee cannot find another suitable Captain, he will be able to refuse delivery of the boat, withholding 100% of the tariff and the contract will be considered automatically terminated. In the case of a Captain found by the Lessor at the request of the Lessee, it is expressly declared that the latter only provides the

contact between the Lessee and the Captain, and that the Lessor is therefore completely extraneous to the work performance relationship between the latter; according to customs and traditions, the Captain's food is paid for by the Conductor. In the aforementioned case in which the Lessee does not coincide with the Captain, the latter will be liable directly to the Lessor for any damages or malfunctions relating to his specific duties specified at the beginning of this article, the remaining responsibilities remaining the responsibility of the Lessee.

12) BREACH OF CONTRACT: the Skipper(as far as they are concerned) are directly responsible for any violation of this contract. The same undertake, jointly and severally, to hold the Lessor harmless from any request that anyone may make against him, for any event that occurred during the use of the boat or as a consequence of the same. In the event of seizure or detention of the boat for reasons attributable to the Lessee, the latter must pay the Lessor an obligatory contractual indemnity corresponding to the rental rates in force, for the period of the seizure and/or detention.

13) REFERENCE TO THE REGULATIONS OF THE LAW: The relationship between the parties present here has as its object only the leasing of the boat and is therefore regulated, although not expressly established in this contract, by the regulatory discipline envisaged for the leasing of movable property by the Civil Code and the Navigation Code.

14) EXCLUSIVITY AND VALIDITY OF THIS AGREEMENT: this agreement is the only one valid for being able to drive a Lessor's boat; any other contract signed by the Lessee for the management of the same vessel, prepared by brokers or agencies, is void and in any case unenforceable against the Lessor. The possible nullity of individual provisions of this contract does not imply its total nullity. Any agreements notwithstanding this agreement require the written form under penalty of nullity; the Lessor gives the information according to science and knowledge, but without guarantee.

15) DISPUTES AND EXCLUSIVE DEROGATION FROM THE COMPETENT COURT: for any and all disputes relating to this contract, only the Italian language will be valid, the competent court will be the Court of Viterbo (Italy).

16) ANNEXES

Annexes to this contract and integral parts of the same are the following added in:

passenger boarding list upon signing the contract.

17) SPECIAL CONDITIONS

Any special conditions attached here will be considered an integral part of the contract.

Pursuant to articles 1341 and 1342 of the Civil Code, IV book, II title, II chapter, I section, the undersigned expressly declares that he has read and approved the clauses referred to in points 2) Assignment of the contract, 4) Vicende of the contract , 5) Obligations of the Lessor, 6) Obligations of the Lessee, 7) Damages, breakdowns, accidents, repairs, 8) Insurance, 9) Return, observance of terms, 10) Deposit, 11) Command of the unit, 15) Disputes and exclusive derogation from the competent court.